

Edwin Van-Otoo, P.E., MSEM  
Remington & Vernick Engineers, Inc. (RVE)  
262 Chapman Rd, STE 105 Newark, DE 19702  
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P) 302-538-0824

April 20, 2022

USI Job #: 121660

RE: Townsend, DE 19734  
CCTV Inspection & Hydro Jetting/Cleaning (If requested)

Dear Mr. Van-Otoo,

We are pleased to provide following information regarding the referenced project. This letter and following exhibits constitute our proposal based on the scope of work outlined in Exhibit A on page 3. This agreement is valid for 90 (ninety) calendar days. Any cost estimates stated herein are subject to equitable adjustment in the event of differing site conditions, changes in applicable laws or the scope of services, unforeseeable delays or difficulties beyond the reasonable control of Underground Services, Inc.

Professional Services to be provided under this contract are as follows:

- ☐ Test Holes / Vacuum Excavation (Quality Level A)
- ☐ Utility Markouts / Designating (Quality Level B)
- ☐ Records, Research and Recon (Quality Level C & D)
- ☐ Surveying & Mapping
- ☒ Video Pipe Inspection (CCTV) / Hydro Jetting
- ☐ Concrete Slab Imaging
- ☐ Traffic Control
- ☐ Other:

For a description of the above professional services, please refer to Exhibit B on page 4 and for definitions refer to Exhibit C on Page 5.

# Underground Services, Inc.



A Professional Corporation Specializing in Subsurface Utility Engineering

*Design Accurately, Build Confidently*

**PERFORMANCE.** Underground Services, Inc. will exercise reasonable skill and judgment in providing the Services. No other warranties (express or implied) or representations of performance are given. Underground Services, Inc. does not warrant any specific results of any kind.

**INVOICE AND PAYMENT TERMS.** Invoices will be submitted once a month or upon completion of services with payment due within thirty (30) days of the date of the invoice. Withholding retainage is not acceptable unless specifically negotiated with an officer of Underground Services, Inc. A late charge at the rate of one and one-half percent per month, or the highest rate allowed by applicable law, whichever is lowest, will be added to all amounts outstanding after said thirty (30) days. Client shall continue to be responsible for payment of Underground Services, Inc.'s charges along with Client's other obligations hereunder, even if Client requests the invoices to be sent to a third party. Client agrees to pay any and all attorneys fees and court costs should attorneys be utilized or court proceedings initiated to collect any past due amounts arising out of this Agreement. For Credit Card Payments, a service charge of 3.5% will be added to the invoice amount.

**CLIENT RESPONSIBILITIES.** It is recognized that Client has superior knowledge of the job site, the access routes to the location of the job site, surface and sub-surface conditions, utilities, etc. The Client is obligated to advise Underground Services, Inc. of all or any of the conditions that may affect Underground Services, Inc.'s performance hereunder. Client agrees to provide Underground Services, Inc. with such specifications, plans, studies, documents, or other information on surface and subsurface conditions and utilities as will be reasonably required by Underground Services, Inc. for proper and timely performance of the Services. Client shall procure all entry permits and right-of-ways and hold Underground Services, Inc. harmless for claims or trespass or damage to property required in carrying out the Services, except where Underground Services, Inc. is negligent or has violated Client's specific written instructions. If the Client will conducting its own excavations or borings to any depth on public or private property subsequent to mark-out work Underground Services, Inc. personnel, it is the Client's responsibility to notify the appropriate "811/One Call Center" so that utility owners will mark their utilities within the work zone. Underground Services, Inc. will not be liable for any claims resulting from damages to public utilities not field marked by the One Call representative because of non-notification by the Client.

**SAFETY.** Fieldwork will be performed only under safe conditions. Charges may be made for safety or security measures required by hazardous job conditions.

**SUBPOENAS.** The Client is responsible for payment of time charges and expenses, resulting from Underground Services, Inc.'s required response to subpoenas issued by any party in connection with Underground Services, Inc.'s provision of the Services hereunder. Charges will be determined in the manner set forth in Exhibit A at the rates in effect at the time the subpoena is served.

**INDEMNIFICATION AND LIMITATION OF LIABILITY.** Underground Services, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits or liability of whatsoever kind or character arising, directly or indirectly, out of Underground Services, Inc.'s negligent provision of Services hereunder where such claims, suits or liability are asserted by any employee, agent, representative, supplier or subcontractor of Underground Services, Inc. employed or engaged in connection with Underground Services, Inc.'s performance hereunder; provided, however, that Underground Services, Inc. shall not be liable under the foregoing indemnity with respect to any loss or damage resulting from Client's negligence or willful misconduct. Client agrees that with respect to any other third party claims, suits or liability of whatsoever kind or nature asserted against Underground Services, Inc. as a result of or in connection with Underground Services, Inc.'s provision of Services hereunder, Client will indemnify and hold Underground Services, Inc. harmless from and against any and all costs (including reasonable attorneys' fees) and liability which Underground Services, Inc. might incur as a result thereof; provided, however, that Client shall not be liable under the foregoing indemnity with respect to any loss or damage resulting from Underground Services, Inc.'s negligence or willful misconduct. Underground Services, Inc. shall not be liable towards Client for any special, incidental or consequential damages, such as loss of use, loss of profits or revenue, claims of customers of Client, etc., whether based on contract or tort, including negligence or strict liability.

**INFORMATION.** Underground Services, Inc. may rely upon information supplied by Client, or its contractors or consultants, or information available from generally accepted reputable sources, without independent verification and assumes no responsibility for the accuracy thereof.

**DELAYS.** Underground Services, Inc. shall have no liability towards Client, or its contractors or consultants, for delays in the performance of the Services, or any part of the Services, caused by actions or occurrences, beyond Underground Services, Inc.'s reasonable control. The time of Underground Services, Inc.'s performance under this Agreement shall be enlarged to reflect such delays.

**DOCUMENTS.** Client may use any final reports of findings, plans, designs, engineering work, or other work performed or prepared by Underground Services, Inc. under this Agreement only in connection with project and/or location indicated on the front side hereof. Underground Services, Inc. does not warrant that the Services (or any reports or data based thereon) will be sufficient in form or substance to satisfy any required or desired regulatory agency approval. Client shall obtain proper written consent from Underground Services, Inc. for any other use of such reports or work results.

**MISCELLANEOUS.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the Services. All previous proposals, offers and other communications relative to the Services, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein. Any modifications or revision of any provisions hereof or any additional provisions contained in any purchase order, acknowledgment, or other form of the Client is hereby expressly objected to by Underground Services, Inc. and shall not operate to modify this Agreement. This Agreement shall take effect upon acceptance and execution by Underground Services, Inc..

**COMPLETE AGREEMENT.** This Agreement, together with Exhibits A, B, C and any supplementary exhibits, drawings, specifications and documents incorporated by reference, constitute the entire contract for professional services between Underground Services, Inc. and Client.

**FEES AND RATES.** The Client is responsible for notifying SoftDig® (in writing) if fees and rates are to be based on Prevailing Wages. If Prevailing Wages are to apply, the fees and rates will be adjusted accordingly, and such increases will be borne by the Client, even if services are in progress or have been completed.

**UTILITY HIT.** Should a utility be damaged by CLIENT due to alleged erroneous reporting of QL-C/B and/or QL-A investigation by SoftDig® beyond reasonable standard of care, site conditions and equipment limitations as stated herein, the Client will: 1) notify SoftDig® Chief Operating Officer by email within 1-week of discovery 2) Follow with Time & Material estimate of repairs, name of party doing repairs, and date of repair for SoftDig® review. 3) submit detailed Time & Material invoice to SoftDig® for review within 1-week of repair.

UNDERGROUND SERVICES, INC. Corporate Headquarters:

24 Hagerty Blvd. | Suite 11 | West Chester, PA 19382 | P: 1-877-SOFTDIG (763-8344) | [www.softdig.com](http://www.softdig.com)

Operation Centers: Philadelphia | Baltimore | Boston | Houston | San Antonio

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## Exhibit A: Scope of Work and Fees

Underground Services, Inc.:

- A. Perform CCTV inspection of ~6,100 LF of sanitary sewer piping shown on the "Townsend Station Record Plan\_RFS" PDF document.
  - 1. Provide CCTV inspection reports & MP4 video files.
  - 2. Provide sketch of all utilities marked on-site.
- B. Perform Hydro Jetting/Cleaning of the ~6,100 LF of sanitary sewer piping being CCTV inspected on the above document if requested. Cleaning will ensure a thorough CCTV inspection and can remove debris that may be causing a system to not be in working condition.

Remington & Vernick Engineers, Inc. (RVE):

- A. Provide site access.
- B. Coordinate site activities.
- C. Provide on-site water source.

### Fees

CCTV Inspection

(Includes post processing)

\$3.25/lf (minimum of 800lf per day)..... \$19,825.00

Hydro Jetting/Cleaning

\$1,600.00 x Estimated 8 Day..... \$12,800.00

Underground Services, Inc.: \_\_\_\_\_  
Tyler McCoog  
Project Manager

April 20, 2022

\_\_\_\_\_  
Date

Client Accepted: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Exhibit B: Scope of Services

All work in conformance with ASCE Publication CI/ASCE 38-02, Common Ground Alliance (CGA) and American Public Works Assoc. / Utility Location and Coordination Council (APWA/ULCC)

### Records Research and Reconnaissance: (Quality Level D & C)

- Meet with owner's Project Engineer to discuss specifics and requirements of the assignment.
- Research and retrieve all available utility records.
- Conduct a site reconnaissance to validate probable utilities.
- Verify the existence of survey control and plan operational procedures.
- Research permit and special insurance requirements with appropriate agencies.

### Surface Locates: (Quality Level C & B)

- Designate, record and mark the approximate horizontal location (accurate within 12± in.) of existing utilities by geophysical prospecting techniques.
- SoftDig® will use its best professional expertise and geophysical prospecting techniques to designate subsurface utilities. SoftDig® does not guarantee that utilities marked constitute all utilities within the project area.
- SoftDig® uses electromagnetic equipment and GPR; however, there exists the possibility that due to circumstances beyond the control of the designating technicians utilities may be non-detectable, or the horizontal location mark is not directly over the center-line of the utility. The following factors may limit or exceed the capabilities, accuracy, and reliability of the geophysical equipment: composition of the utility structure (non-metallic), soil characteristics (mineral content, debris, rocks), the salinity of groundwater, depth of utility, surface covering, embedded structures (re-bar, wire mesh), confined spaces, and external interference (power lines, guard rails, traffic, rail lines).
- Utility depths obtained by instrument readings (only if requested by client) are not guaranteed and are not to be used for design or basis for construction. Clients relying on instrument reading of depths do so at their own risk. True depth is only obtained by exposing the utility.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

### Subsurface Locates: (Quality Level A)

- SoftDig® will provide routinely and normally carried cones and warning signs for Maintenance of Traffic. Traffic conditions, location of test holes in roadway and permit requirements may require other devices (T.M.A., arrowboards, etc.) and/or flaggers or police detail. Such costs will be invoiced as an expense, as stated in Exhibit A – Schedule of Fees.
- Coordinate with utility company inspectors as required by the resultant agreement and by law.
- Neatly cut and remove existing paving, with the cut area not exceeding 12 in. x 12 in. Excavate using the SoftDig® vacuum excavation system.
- Excavate test holes with care as to prevent damage to utilities, however, any damage resulting from the condition of the utility due to age, burial conditions, covering, etc. is not the responsibility of SoftDig®.
- Back-fill with excavated material and compact in 6 inch lifts.
- Furnish, install and color-code a permanent above-ground marker (e.g. P.K. nail, peg, steel pin, or hub) directly above the center-line of the structure, as well as "down the hole" color-coded plastic ribbon.
- Provide a bituminous cold patch of pavement within the limits of the original cut at the time of back-fill. Pavement restoration is guaranteed for 3 years. If the test hole is excavated in an area other than the roadway pavement, the area disturbed will be restored to the condition prior to excavation. Excluded from this provision would be any disturbance to sub soil and ground water conditions that may result in a "quick condition" or "bubbling" of water to the surface from hydro-static pressure release resulting from excavation and through no fault of SoftDig®. Also excluded is restoring pavement with hot mixed/hot laid bituminous pavement or key-holing operations.
- Provide the following test hole information:
  - Elevation of top and/or bottom of utility tied to vertical control provided, to within 0.01 ft. If control is not provided, control will be assumed.
  - Locate the test hole by swing ties to 3 physical objects.
  - Elevation of existing grade over utility at test hole to within 0.01 ft.
  - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
  - Utility structure material compositions, and condition when possible.
  - Pavement thickness, generalized soil type and unusual conditions.
- Should suspected hazardous material be encountered in the test hole, SoftDig® crews will immediately contact the client representative and our office. We will also comply with DOT Hazardous Material Regulation Procedures.
- Data Management (Survey and CADD Mapping) is not included unless specifically requested and included in Exhibit A – Schedule of Fees.

**NOTE: Test holes shall be terminated if subsurface conditions (rock, boulders, groundwater, soil conditions, soil cave-in, trash / debris, or excessive depth) prevent advancement of excavation to expose the utility or to reach required depth.**

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## Exhibit C: Definitions

Underground Services Inc. SoftDig® provides "Subsurface Utility Engineering", (SUE), that can reduce unforeseen conflicts between construction and underground utilities. It provides accurate information on the horizontal and vertical location of the underground utility facilities during the early development of projects. Through the use of this technology, designers can identify conflict points and design to accommodate and avoid delays and/or re-design during construction. The three main components of subsurface utility engineering [as defined by The Federal Highway Administration] are Designation, Location, and Data Management.

**Designation (QL-B):** The process of using a surface geophysical method or methods such as electro-magnetics and GPR to interpret the presence of a subsurface utility. The approximate horizontal location of a designated utility is marked on the ground surface with paint or other marking devices surveyed, and CADD mapped (if requested). This phase of the process allows broad-scope engineering decisions to be made early in the project.

**Location (QL-A):** Designation alone does not provide the high accuracy required for the detailed design of a project. Locating is the process of exposing, surveying, and recording the precise vertical and horizontal location of a subsurface utility. Factors such as utility material and condition may influence specific techniques. The typical technique for utility exposures is the use of the minimally intrusive SoftDig® air-entrainment/vacuum excavation technology, which significantly reduces the potential for damage to the structure being uncovered. This allows technicians to measure and record a utility line's precise vertical depth and horizontal position through a hole that may be no larger than 203 x 203 mm (8 x 8 in), preserving both utility and surface integrity. Vacuum excavation may also be utilized for "pilot" holes to excavate below the probable zone of underground utilities (6'± depth) for soil test borings, wells, caissons, etc.

**Data Management:** The key phase is Data Management/Quality Assurance which involves incorporating, correlating and reviewing information on the location and quality level of utilities - integral to the process of designing a project. Depiction of utilities from subsurface utility engineering and survey sources is usually accomplished via computer-aided design and drafting onto electronic files or other appropriate documents. Written reports, test hole summary sheets, photographs, and other data may accompany and supplement plan sheets. The earlier the data is used, the better. A project's impact on underground utilities may be a critical factor in determining a cost-effective design.

### \*Quality Levels:

Work performed at a certain Quality Level is predicated on performing all lower-tiered Quality Levels. Example – for true Quality Level A work, Quality Level D through B as well as Quality Level A must be performed.

QL "D" -- Information derived from existing records or oral recollections.

QL "C" – Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

QL "B" -- Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

QL "A" -- Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point.

\*Source: ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, American Society of Civil Engineers, Publication No. CI/ASCE 38-02

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